

*DAE*  
*zhu*

CERTIFICATE OF MAILING 37 CFR 1.8(a)	
I hereby certify that this correspondence is being sent by First Class Mail to Mail Stop Petitions, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450	
Date of Deposit: <u>April 21, 2005</u>	By: <u>James E. Bradley</u>

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF  
Bjarne Nilsen

DOCKET NO. 085707.45692  
(formerly 2137JB.45692)

SERIAL NO.: 10/625,995

EXAMINER: Unknown

FILED: 07/24/2003

GROUP ART UNIT: 1746

TITLE: **Method of Cleaning Surfaces in  
Contact With a Fluid Flow**

**RENEWED PETITION UNDER 37 C.F.R. 1.47**

Mail Stop PETITIONS  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attn: Frances Hicks  
Lead Petitions Examiner:

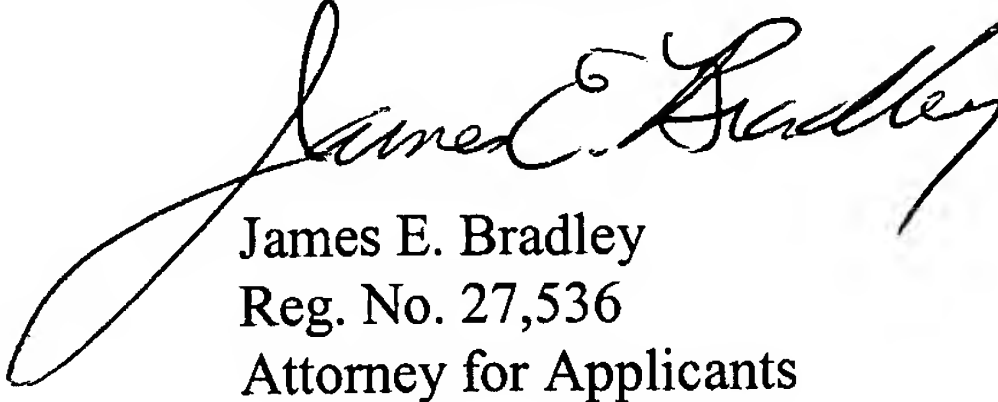
Dear Ms Hicks:

In response to the Decision Refusing Status under 37 CFR 1.47(b), dated February 11, 2005, Applicant respectfully renews the petition and requests reconsideration. The Decision noted that Applicant had not filed an acceptable oath or declaration. Applicant is now enclosing a declaration by Ray Phillips, an employee and authorized representative of Applicant. In addition to the requirements of 37 CFR 1.63, the declaration also states that filing the application is necessary in order to preserve the rights of Applicant.

A request to extend time for one month is enclosed. If there are any other charges, please charge them to deposit account No. 50-0259 Bracewell & Giuliani LLP (085707.045692).

Applicant respectfully requests favorable action.

Respectfully submitted,



James E. Bradley  
Reg. No. 27,536  
Attorney for Applicants

Date: April 21, 2005  
BRACEWELL & Giuliani LLP  
P. O. Box 61389  
Houston, Texas 77208 1389  
Tel.: (713) 221-3301  
Fax: (713) 222-3287



**DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION  
UNDER 37 CFR 1.47(b)**

ATTY DOCKET NO.: 2137JB.45692

As the below named authorized representative of Vetco Gray Controls Ltd, 2 High Street, Nailsea, Bristol BS48 1BS, UK, I hereby declare that:

I am employed by Vetco Gray Controls Limited, (hereinafter referred to as "Vetco") which was previously named ABB Offshore Systems Limited, and has now undergone a change of name.

I believe that Bjarne Nilsen is the original, first inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHOD OF CLEANING SURFACES IN CONTACT WITH A FLUID FLOW**

Serial Number 10/625,995, filed July 24, 2003.

Vetco is the owner of the invention as claimed and disclosed in this application by reason of an assignment from Mr. Nilsen dated January 31, 2002, a copy of which is attached.

The Patent Attorney for Vetco, Michael J. Newstead, sent Mr. Nilsen a copy of the US application, a declaration and an assignment and requested Mr. Nilsen to execute the declaration and the assignment. Mr. Nilsen has refused to execute the declaration, and I, as the authorized representative of Vetco, am making application for Bjarne Nilsen on his behalf. Filing this application is necessary in order to preserve the rights of Vetco.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

On behalf of Mr. Nilsen and Vetco, I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56(a).

On behalf Mr. Nilsen and Vetco, I hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

PRIOR FOREIGN APPLICATION(S)

SERIAL NUMBER	COUNTRY	DATE FILED	PRIORITY CLAIMED
0217255.9	United Kingdom	July 24, 2002	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

On behalf of Vetco, I hereby appoint James E. Bradley, Reg. No. 27,536; Albert B. Kimball, Jr., Reg. No. 25,689; Ben Tobor, Reg. No. 27,760; Jeffrey S. Whittle, Reg. No. 36,382; Constance G. Rhebergen, Reg. No. 41,267; and Chris D. Northcutt, Reg. No. 55,908; to prosecute this application and to transact all business in the U.S. Patent and Trademark Office in connection therewith.

Please direct all correspondence to:

James E. Bradley  
BRACEWELL & PATTERSON, L.L.P.  
P.O. Box 61389  
Houston, Texas 77208-1389  
(713) 221-3301

I hereby declare that all statements made herein of my own knowledge is true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the publication or any patent issued thereon.

12th April 2005

Date

By Ray Phillips

Ray Phillips

Title: VP Systems & Technology

Vetco Gray Controls Limited

# PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made the                      day of                      2002

Between        **COM-EL AS**  
                 **ENGINEVEEIEIN 7**  
                 **PB 42**  
                 **3475 SAETRE**  
                 **NORWAY**

(hereinafter referred to as "Com-El") of the one part

AND            **ABB OFFSHORE SYSTEMS LIMITED**  
                 **2 HIGH STREET**  
                 **NAILSEA**  
                 **BRISTOL**  
                 **BS48 1BS**  
                 **UNITED KINGDOM**

(hereinafter referred to as "ABBOSL") of the other part.

WHEREAS:-

- A.        Bjarne Nilsen, an employee of Com-El, has made an invention (hereinafter called "the said Invention") entitled:

## **Ozone Cleaning Windows**

which he believes is unique and not patented and as such has disclosed and passed ownership of the said invention to Com-El.

- B.        Com-El as the owner of the said invention has agreed for a fixed price fee of 26,000 NOKS (Twenty Six Thousand NOKS) which will be paid against ABBOSL Purchase Order xxxxxxxx to disclose the said invention to ABBOSL.
- C.        By way of confirmation of ABBOSL's rights in respect of the said Invention and for the avoidance of doubt (if any) in respect thereof ABBOSL has requested Com-El to enter into this Deed which Com-El has agreed to do.
- D.        Com-El does not guarantee that this invention is not already patented elsewhere, and thus may be formally owned by another party.

NOW

In pursuance of the said agreement and in consideration of the premises

THIS DEED WITNESSES and it is hereby declared and agreed as follows:-

1. Com-El hereby assigns to ABBOSL the whole of his estate and interest in the said Invention together with the sole and exclusive benefit thereof and the right to apply for and obtain patents and other like privileges in respect thereof in all parts of the world in the name ABBOSL or of such other persons or corporation as ABBOSL may think fit and all other rights, powers, emoluments and advantages whatsoever under or in respect of the said Invention and any such patent or like privileges when obtained and all or any extension thereof.
2. Com-El hereby covenants with ABBOSL and its successors and assigns and acknowledges that:
  - 2.1 at the request and expense of ABBOSL he will make, do and execute all applications, specifications, assignments and other documents, acts, matters and things as ABBOSL or its successors or assigns or nominees may require for the purpose of applying for and obtaining patents and other like privileges in respect of the said Invention in all parts of the world in the name or names aforesaid and will assign unto ABBOSL (or as it shall direct) such rights (if any) in the said patents and like privileges as may remain vested in Com-El when the same are respectively granted together with the benefit of all extensions which may be obtained in respect thereof;
  - 2.2 the said Invention will belong to ABBOSL;
  - 2.3 ABBOSL and its successors and assigns shall be under no obligation whatsoever to prosecute any applications for patents or other like privileges in respect of the said Invention or any corresponding right anywhere in the world to grant nor, if granted thereafter, to maintain any such granted patent or the like privilege for any period of time or at all and shall be entitled to assign, license or otherwise dispose of any such application or any right granted in pursuance thereof or corresponding thereto as and on such terms as ABBOSL or its successors or assigns shall in its or their absolute discretion decide; and
  - 2.4 Com-El will keep the nature and content of the said Invention and any such application confidential and will not disclose or the same for any purpose other than the business of ABBOSL and its successors and assigns.

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be signed by their duly authorised representatives.

Signed for and on behalf of  
ABB Offshore Systems Limited

Name RAY PHILLIPS

Signed for and on behalf of  
Com-El As

Name BJARNE NILSEN

Position Director of Business  
Development & Technology

Position Manager

Date 02-04-2002

Date 12.3.02

**BEST AVAILABLE COPY**